

# REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance &amp; Administration

Date:

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A REQUEST CAN NOT BE CONSIDERED IF INFORMATION PROVIDED IS INCOMPLETE, NON-RESPONSIVE, OR DOES NOT CLEARLY ADDRESS EACH OF THE REQUIREMENTS INDIVIDUALLY AS REQUIRED.

|  |  |                      |   |
|--|--|----------------------|---|
| RFS #  | 318.66-026   |                      |   |
| STATE AGENCY NAME :  | Department of Finance and Administration, Bureau of TennCare   |                      |   |
| SERVICE CAPTION :  | Provides TennCare covered services to children in State custody and provides a safety net should other MCO's fail.   |                      |   |
| CONTRACT #   | FA-02-14632-00   | PROPOSED AMENDMENT # | 9 |
| CONTRACTOR :   | Volunteer State Health Plan, Inc.  |                      |   |
| CONTRACT START DATE :  | July 1, 2001   |                      |   |
| CURRENT, LATEST POSSIBLE END DATE :<br>(including ALL options to extend)                                 | 12/31/2004   |                      |   |
| CURRENT MAXIMUM LIABILITY :  | \$154,325,047.90   |                      |   |
| LATEST POSSIBLE END DATE <u>WITH</u> PROPOSED AMENDMENT :<br>(including ALL options to extend)           | 12/31/2005   |                      |   |
| TOTAL MAXIMUM COST WITH PROPOSED AMENDMENT :<br>(including ALL options to extend)                        | \$281,176,467.90   |                      |   |
| APPROVAL CRITERIA :<br>(select one)  | <input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state<br><input type="checkbox"/> only one uniquely qualified service provider able to provide the service |                      |   |
| ADDITIONAL REQUIRED REQUEST DETAILS BELOW (address each item immediately following the requirement text) |  |                      |   |
| (1) description of the proposed additional service and amendment effects :                               |  |                      |   |
| Extension of the current agreement for an additional year.   |  |                      |   |
| (2) explanation of need for the proposed amendment :   |  |                      |   |

VSHP currently has an established statewide network of providers that gives it a unique advantage in the ability to administer this program. We believe that it is in the best interests of the State to maintain this relationship for the next year to ensure the stability of the TennCare Program and prevent the disruption of services to TennCare enrollees.

(3) name and address of the proposed contractor's principal owner(s) :  
(not required if proposed contractor is a state education institution)

BlueCross BlueShield 801 Pine St Chattanooga, TN 37402

(4) documentation of OIR endorsement of the Non-Competitive procurement request :  
(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

(5) documentation of Department of Personnel endorsement of the Non-Competitive procurement request :  
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

(6) description of procuring agency efforts to identify reasonable, competitive, procurement alternatives rather than to use non-competitive negotiation :

VSHP is currently providing a network of services that it is uniquely qualified to perform.

(7) justification of why the F&A Commissioner should approve a Non-Competitive Amendment :

The approval of this amendment by F&A will ensure the best interests of TennCare enrollees will be served. Based on the network of providers that VSHP currently has, TennCare is confident that the continuation of this agreement will prevent any disruption of services to enrollees.

**AGENCY HEAD REQUEST SIGNATURE:**

(must be signed by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR — signature by an authorized signatory will be accepted only in documented exigent circumstances)

SIGNATURE DATE:

  
12/9/04

**AMENDMENT NUMBER 9**

**AN AGREEMENT FOR THE ADMINISTRATION OF TENNCARE SELECT  
BETWEEN  
THE STATE OF TENNESSEE,  
d.b.a. TENNCARE  
AND  
VOLUNTEER STATE HEALTH PLAN, INC.**

CONTRACT NUMBER: FA-02-14632-09

For and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to clarify and/or amend the Agreement for the Administration of TennCare Select by and between the State of Tennessee TennCare Bureau, hereinafter referred to as TENNCARE, and Volunteer State Health Plan, Inc., hereinafter referred to as the CONTRACTOR, as follows:

Titles and numbering of paragraphs used herein are for the purpose of facilitating use of reference only and shall not be construed to infer a contractual construction of language.

1. Section 6-27 shall be amended by deleting and replacing the date "December 31, 2004" with "December 31, 2005" so that the amended Section 6-27 shall read as follows:

**6-27 Contract Term of The Agreement**

This Agreement and its incorporated attachments, if any, as well as all Amendments to this Agreement, contain all of the terms and conditions agreed upon by the parties, and when executed by all parties, supersedes any prior agreements. Unless a provision contained in this Amendment specifically indicates a different effective date, for purposes of the provisions contained herein, this Amendment shall be in effect from July 1, 2001, subject to approval by the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services. The term of this Agreement shall expire on December 31, 2005. At the mutual agreement of TennCare and the CONTRACTOR, this CONTRACT shall be renewable for an additional twelve month period.

Notwithstanding any provision herein to the contrary, the State may terminate this Agreement if the waiver governing TennCare is terminated. The documents referenced in the Agreement are on file with the CONTRACTOR and with TENNCARE and the CONTRACTOR is aware of their content. No other agreement, oral or otherwise regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.

Amendment 9 (cont.)

All of the provisions of the original Agreement not specifically deleted or modified herein shall remain in full force and effect. Unless a provision contained in this Amendment specifically indicates a different effective date, for purposes of the provisions contained herein, this Amendment shall become effective January 1, 2005 or as of the date it is approved by the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**STATE OF TENNESSEE  
DEPARTMENT OF FINANCE  
AND ADMINISTRATION**

BY: \_\_\_\_\_  
*M. D. Goetz, Jr.*  
*Commissioner*

DATE: \_\_\_\_\_

**VOLUNTEER STATE HEALTH PLAN, INC.**

BY: \_\_\_\_\_  
*Ronald E. Harr*  
*President and Chief Executive Officer*

DATE: \_\_\_\_\_

**APPROVED BY:**

**STATE OF TENNESSEE  
DEPARTMENT OF FINANCE  
AND ADMINISTRATION**

BY: \_\_\_\_\_  
*M. D. Goetz, Jr.*  
*Commissioner*

DATE: \_\_\_\_\_

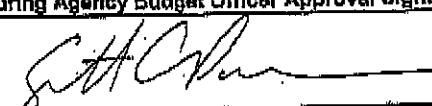
**APPROVED BY:**

**STATE OF TENNESSEE  
COMPTROLLER OF THE TREASURY**

BY: \_\_\_\_\_  
*John G. Morgan*  
*Comptroller*

DATE: \_\_\_\_\_

# **CONTRACT SUMMARY SHEET**

|   |   |  |                                |
|---|---|--|--------------------------------|
| <b>RFS Number:</b> 318.66-026   |   | <b>Contract Number:</b> FA-02-14632-09                     |                                |
| <b>State Agency:</b> Department of Finance and Administration   |   | <b>Division:</b> Bureau of TennCare                        |                                |
| <b>Contractor</b>   |   | <b>Contract Identification Number</b>                      |                                |
| VSHP (TennCare Select)  |   | <input type="checkbox"/> V-<br><input type="checkbox"/> C- |                                |
| <b>Service Description</b>  |   |  |                                |
| Managed Care Organization Services (ASO) / Medically necessary Health Care Services to the TennCare / Medicaid Population   |   |  |                                |
| <b>Contract Begin Date</b>  |   | <b>Contract End Date</b>                                   |                                |
| 7/1/2001  |   | 12/31/2005   |                                |
| <b>Allotment Code</b>   | <b>Cost Center</b>                          | <b>Object Code</b>   | <b>Fund</b>                    |
| 318.66  | 532   | 134  | 11                             |
|   |   | <input type="checkbox"/> STARS                             |                                |
| <b>FY</b>   | <b>State Funds</b>                          | <b>Federal Funds</b>                                       | <b>Interdepartmental Funds</b> |
| 2002  | \$ 6,755,937.23                             | \$ 11,843,931.25   |                                |
| 2003  | \$ 15,785,123.40                            | \$ 17,294,819.40   |                                |
| 2004  | \$ 25,125,990.72                            | \$ 38,364,165.90   |                                |
| 2005  | \$ 55,335,500.00                            | \$ 55,335,500.00   |                                |
| 2006  | \$ 26,867,750.00                            | \$ 26,867,750.00   |                                |
| <b>Total:</b>   | <b>\$ 129,870,301.35</b>                    | <b>\$ 149,506,166.55</b>                                   |                                |
| <b>CFDA#</b>  | 93.778                                      |  |                                |
| <b>State Fiscal Contract</b>  |   | <b>Check the box ONLY if the answer is YES:</b>            |                                |
| Name: Dean Daniel   |   | Is the Contractor a SUBRECIPIENT? (per OMB A-133)          |                                |
| Address: 729 Church Street  |   | Is the Contractor a Vendor? (per OMB A-133)                |                                |
| Phone: Nashville, TN  |   | Is the Fiscal Year Funding STRICTLY LIMITED?               |                                |
| (815)532-1382   |   | Is the Contractor on STARS?                                |                                |
| <b>Procuring Agency Budget Officer Approval Signature</b>   |   | Is the Contractor's FORM W-9 ATTACHED?                     |                                |
| Scott Pierce   |   | Is the Contractor's Form W-9 Filed with Accounts?          |                                |
| <b>Funding Certification</b>  |   |  |                                |
| Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred. |   |  |                                |
| <b>COMPLETE FOR ALL AMENDMENTS (only)</b>   |   |  |                                |
|   | <b>Base Contract &amp; Prior Amendments</b> | <b>This Amendment ONLY</b>                                 |                                |
| <b>CONTRACT END DATE:</b>   | 12/31/2004                                  | 12/31/2005   |                                |
| FY: 2002  | \$ 18,599,868.48                            |  |                                |
| FY: 2003  | \$ 33,079,942.80                            |  |                                |
| FY: 2004  | \$ 63,490,156.62                            |  |                                |
| FY: 2005  | \$ 39,155,080.00                            | \$ 71,515,920.00   |                                |
| FY: 2006  |   | \$ 55,335,500.00   |                                |
| <b>Total:</b>   | <b>\$ 154,325,047.90</b>                    | <b>\$ 126,851,420.00</b>                                   |                                |

**AN AGREEMENT  
FOR THE ADMINISTRATION OF  
TENNCARE SELECT**

**BETWEEN**

**THE STATE OF TENNESSEE,  
d.b.a TENNCARE**

**AND**

**VOLUNTEER STATE HEALTH PLAN, INC.**

**CONTRACT NUMBER:**

**July 1, 2001  
Blended Document with Amendments 1 through 8**

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**AGREEMENT  
BETWEEN  
THE STATE OF TENNESSEE, d.b.a. TENNCARE  
AND  
VOLUNTEER STATE HEALTH PLAN, INC.**

This Professional Services Agreement, hereinafter referred to as the "TennCare Select Agreement" is entered into by and between THE STATE OF TENNESSEE, hereinafter referred to as "TENNCARE" and Volunteer State Health Plan, Inc., herein after referred to as "the CONTRACTOR" for the administration of the state's TennCare health plan, "TennCare Select".

WHEREAS, the purpose of this Agreement is to: (1) provide services to populations who are more difficult to serve because of their health care needs, their mobility, and/or their geographic location; and (2) to serve as a back-up in any area of the state where TennCare enrollees cannot be adequately served by other TennCare HMOs, either in the event of the unexpected exit of an existing risk HMO or a need for additional capacity;

WHEREAS, consistent with CMS policy the State desires to examine and evaluate a service delivery strategy that will conform to new federal criteria regarding children with special health care needs;

WHEREAS, the State is committed to the implementation of the Remedial Plan for Children in State Custody as filed with the court on May 12, 2000; however, consistent with the Revised Remedial Plan submitted to Federal court on December 18, 2000 (John B. et al v. N. Menke et al, No. 3-98-0168) and subject to final approval, the state believes that a non-risk HMO can better serve children in state custody;

WHEREAS, the CONTRACTOR has successfully demonstrated an ability to provide TennCare services under the Contractor Risk Agreement dated September 11, 1995 as amended and has provided said services for a period of approximately seven years;

WHEREAS, the CONTRACTOR, as a major health maintenance organization in the State of Tennessee, has an established state-wide provider network that can be amended, at the provider's option, to provide the health care services described in this Agreement;

WHEREAS, the CONTRACTOR has a demonstrated record of timely claims processing;

WHEREAS, the CONTRACTOR is a corporation which has qualified as a Health Maintenance Organization as described in the Code of Federal Regulations 42 CFR Part 434 or complies with Tennessee Code Annotated Section 56-32-201 (et. Seq.), is licensed to operate as a health maintenance organization in the State of Tennessee, is capable of arranging for health care services provided to covered persons for whom it has received an administrative payment and is engaged in said business and is willing to do so upon and subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties have agreed and do hereby enter into this Agreement according to the provisions set forth herein:

# **1 GENERAL PROVISIONS**

## **1-1 Notice and Agreement**

All notices required to be given under this Agreement shall be given in writing, and shall be sent by United States Certified Mail, Postage Prepaid, Return Receipt Requested, to the appropriate party at the address given below, or at such other address (or addresses) as may be provided by notice given under this Section.

If to TENNCARE:

Deputy Commissioner  
Bureau of TennCare  
729 Church Street  
Nashville, Tennessee 37247-6501

If to the CONTRACTOR:

Sonya Nelson  
Vice President  
801 Pine Street  
Chattanooga, Tennessee 37402-2555

## **1-2 Entire Agreement**

This Agreement, including any Amendments or Attachments, represents the entire agreement between the CONTRACTOR and TENNCARE with respect to TennCare Select, the state's self-insured TennCare health plan. Correspondence and memorandums of understanding do not constitute part of this Agreement.

In the event of a conflict of language between the Agreement and any Amendments, the provisions of the Amendments shall govern. All applicable laws, regulations, court orders and policies (hereinafter referred to as Applicable Requirements), including those described in Section 6 of this Agreement are incorporated by reference into this Agreement. Any changes in those Applicable requirements shall be automatically incorporated into this Agreement by reference as soon as they become effective, provided, however, that nothing contained herein shall prejudice, restrict or otherwise limit the CONTRACTOR's right to maintain existing actions or initiate future actions challenging such Applicable Requirements in a court of competent jurisdiction, including seeking to stay or enjoin the applicability or incorporation of such requirements into this Agreement.

## **1-3 Definitions**

The terms used in this Agreement shall be given the meaning used in the Rules and Regulations of the Bureau of TennCare. However, the following terms when used in this Agreement, shall be construed and/or interpreted as follows, unless the context expressly requires a different construction and/or interpretation. In the event of a conflict in language between the Definitions, Addendum, Attachments, and other Sections of this Agreement, the language in Sections 1 through 7 of this Agreement shall govern.

1. Administrative Cost - All costs to the Contractor related to the administration of this Agreement that are non-medical in nature, including, but not limited to:
  - Satisfying Contractor Qualifications specified in Sections 2-1 and 2-2;
  - Establishing and Maintaining a Provider Network in accordance with the Access and Availability requirements specified in Section 2-4.1, Attachment III and Attachment IV;
  - Determination of recoveries from Third Party Liability resources in accordance with Section 2-9.8;
  - Claims Processing in accordance with Section 2-9.7;

- Administration of this Agreement in accordance with Medical Management Policies and Procedures including: Utilization Management policies and procedures, including prior authorization policies and procedures established in accordance with Section 2-7.1; Referral and Exemption Requirements established in accordance with Section 2-4.4; Out of Area or Out of Plan Use policies and procedures established in accordance with Section 2-4.7; Transplant policies and procedures established in accordance with Section 2-3.12; Prescription Drug Formulary established in accordance with Section 2-3.13; Prenatal Care policies and procedures established in accordance with Section 2-7.1.f.3 and 2-3.15; Quality Monitoring/Quality Improvement Program established in accordance with Section 2-9.6; Management of Medical Care and Coordination of Care policies and procedures established in accordance with Sections 2-4.2 and 2-4.3;
- Enrollment and Disenrollment in accordance with Section 4;
- Appeals processing and resolution in accordance with Section 2-8;
- Quality Assurance and Improvement activities as specified in Section 2-9.6 and Attachment II;
- Production and submission of required reports as specified in Section 2-10;
- Production and distribution of Marketing and Enrollee Materials as specified in Section 2-6;
- All other Administration and Management responsibilities as specified in Sections 2-11 through 2-24 and other activities required to be conducted in Attachment I, V, VI, VII, XI, XII, XIII; and
- All costs related to third party recovery or subrogation activities whether performed by the Contractor or a subcontractor.

Costs of subcontractors engaged solely to perform a non-medical administrative function for the CONTRACTOR specifically related to securing or fulfilling the CONTRACTOR's obligations to TENNCARE under the terms of this Agreement (e.g., claims processing, marketing) are considered to be an "administrative cost" with the exception of the cost of recovery of third party liability (TPL), when approved by TENNCARE.

2. Adverse Action - Any action taken by the Contractor to deny, reduce, terminate, delay or suspend a covered service as well as any other acts or omissions of the Contractor which impair the quality, timeliness or availability of such benefits.
3. Appeal Procedure - The process to resolve an enrollee's right to contest verbally or in writing, any adverse action taken by the CONTRACTOR to deny, reduce, terminate, delay, or suspend a covered service as well as any other acts or omissions of the CONTRACTOR which impair the quality, timeliness or availability of such benefits. The appeal procedure shall be governed by TennCare rules 1200-13-12-.11, 1200-13-13-.11, 1200-13-14-.11 and any and all applicable court orders. Complaint shall mean an enrollee's right to contest any other action taken by the CONTRACTOR or service provider other than those that meet the definition of an adverse action.
4. Benefits - A schedule of health care services to be delivered to enrollees covered in the CONTRACTOR's plan developed pursuant to Section 2 of this Agreement.
5. Best Practice Guidelines - Guidelines for provision of health and behavioral health services to children in state custody.
6. Best Practice Network (BPN) - A group of Best Practice Providers.
7. Best Practice Provider (BPP) - A provider (primary care, behavioral health, or dental) who has been determined by the state to have the interest, commitment, and competence to provide appropriate care for children in state custody, in accordance with the Remedial Plan and statewide Best Practice Guidelines, and who has agreed to be in the MCO network.
8. Behavioral Health Organization (BHO) - An entity which organizes and assures the delivery of mental health and substance abuse services.
9. Behavioral Health Services -- Generally recognized and accepted mental health and substance abuse services.

10. Case Manager - An organization or a provider responsible for supervising or coordinating the provision of initial and primary care to patients; for initiating and/or authorizing referrals for specialty care; and for monitoring the continuity of patient care services.
11. Carve-out for Children in State Custody - An arrangement that TennCare establishes so that all children in state custody are assigned to one MCO and one BHO.
12. Center of Excellence for Children in or at Risk of State Custody - Tertiary care academic medicine center designated by the state as possessing, or being in a position to quickly develop, expertise in pediatrics, child behavioral health issues (including aggression, depression, attachment disorders and sexualized behaviors), and the unique health care needs of children in or at risk of state custody.
13. Center of Excellence for AIDS - Integrated networks designated by the State as able to provide a standardized and coordinated delivery system encompassing a range of services needed by TennCare eligibles with HIV disease.
14. CFR - Code of Federal Regulations.
15. Children At Risk of State Custody - Children who are determined to belong in one of the following two groups:
  - a. Children at imminent risk of entering custody - Children who are at risk of entering state custody as identified pursuant to TCA 37-5-103(10).
  - b. Children at serious risk of entering custody - Children whom DCS has identified as a result of a CPS referral; or children whose parents or guardians are considering voluntary surrender (who come to the attention of DCS); and who are highly likely to come into custody as a result of being unable to access behavioral health services.
16. Children with Special Health Needs Steering Panel (CSHN Steering Panel) - An entity comprised of representatives of providers, advocates, the State, the plaintiffs of the court order related to the provision of services to children in State custody, managed care entities, and referral sites whose responsibility will be to guide and assess the development of a health service system for children in state custody, and where appropriate, make recommendations.
17. Clarification - A revision that is not a change or amendment to the Agreement but is only a revision in language to more accurately reflect the existing agreement between the parties. Such clarification is a housekeeping item only, and as such, bears an effective date of the Agreement.
18. Clean claim - A claim received by the MCO for adjudication, and which requires no further information, adjustment, or alteration by the provider of the services in order to be processed and paid by the MCO.
19. CMS - Centers for Medicare & Medicaid Services [formerly Health Care Financing Administration (HCFA)].
20. Community Service Area - Community Service Area (CSA) shall mean one (1) or more counties in a defined geographical area in which the CONTRACTOR is authorized to enroll and serve TennCare members in exchange for a monthly fee.

The following geographical areas shall constitute the twelve (12) Community Service Areas in Tennessee:

|               |   |  |
|---------------|---|--|
| Northwest CSA | - | Lake, Obion, Weakley, Henry, Dyer, Crockett, Gibson, Carroll and Benton                                  |
| Southwest CSA | - | Lauderdale, Haywood, Madison, Henderson, Decatur, Tipton, Fayette, Hardeman, Hardin, Chester and McNairy |
| Shelby CSA    | - | Shelby County  |

- |                      |   |  |
|----------------------|---|--|
| Mid-Cumberland CSA   | - | Stewart, Montgomery, Robertson, Sumner, Trousdale, Houston, Dickson, Cheatham, Wilson, Humphreys, Williamson and Rutherford        |
| Davidson CSA         | - | Davidson County  |
| South Central CSA    | - | Perry, Hickman, Maury, Marshall, Bedford, Coffee, Wayne, Lewis, Lawrence, Giles, Lincoln and Moore                                 |
| Upper Cumberland CSA | - | Macon, Clay, Pickett, Smith, Jackson, Overton, Fentress, Dekalb, Putnam, Cumberland, White, Cannon, Warren and Van Buren           |
| Southeast CSA        | - | Franklin, Grundy, Sequatchie, Bledsoe, Rhea, Meigs, McMinn, Polk, Bradley and Marion   |
| Hamilton CSA         | - | Hamilton County  |
| East Tennessee CSA   | - | Scott, Campbell, Claiborne, Morgan, Anderson, Union, Grainger, Hamblen, Jefferson, Cocke, Sevier, Blount, Monroe, Loudon and Roane |
| Knox CSA             | - | Knox County  |
| First Tennessee CSA  | - | Hancock, Hawkins, Sullivan, Greene, Washington, Unicoi, Carter and Johnson   |
- 
21. Complaint - The process to resolve an enrollee's right to contest any action taken by the CONTRACTOR or service provider other than an adverse action. The CONTRACTOR shall not treat anything as a complaint that falls within the definition of adverse action.
  22. Covered Service - See Benefits.
  23. Credentialing Verification Organization – The organization contracting with the State to verify primary care provider and all other physician credentials.
  24. Dental Benefits Manager (DBM) - An entity responsible for the provision and administration of dental services, as defined by TENNCARE
  25. Department of Children's Services (DCS) – The state agency responsible for child protective services, foster care, adoption, programs for delinquent youth, probation, aftercare, treatment and rehabilitation programs for identified youth, and licensing for all child-welfare agencies, except for child (day) care agencies and child support.
  26. DCS Custody Children - Children who have been identified by DCS as belonging in one of the following groups:
    - a. Children in the custody of DCS—Children in the legal and physical custody of DCS whose living arrangement is provided by DCS.
    - b. Children in the legal, but not physical, custody of DCS—Children who are in DCS's legal custody but who reside with parents or guardians or other caretakers.
  27. DHHS - United States Department of Health and Human Services.



28. Disenrollment - The discontinuance of a member's entitlement to receive covered services under the terms of this Agreement, and deletion from the approved list of members furnished by TENNCARE to the CONTRACTOR.
29. Eligible Person - Any person certified by TENNCARE as eligible to receive services and benefits under the TennCare Program.
30. Emergency Medical Services (or Emergency Services) - Covered inpatient and outpatient services furnished by a qualified provider that are needed to evaluate or stabilize an emergency medical condition that is found to exist using the prudent layperson standard, including services for which the absence of immediate medical attention would not have had the outcomes specified in the definition of emergency medical condition; and emergency ambulance transport.
31. Emergency Medical Condition - A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.
32. Enrollee - Any person who has enrolled in the CONTRACTOR's plan in accordance with the provisions of this Agreement. (See Member, also).
33. Enrollee Month - A month of health care coverage for a TennCare eligible enrolled in an MCO plan.
34. Enrollees with Special Health Care Needs - For purposes of requirements in Sections 2-4.3(l) and (m) of this Agreement, enrollees with special health care needs shall refer to enrollees identified through the Department of Children's Services (DCS).
35. Enrollment - The process by which a person becomes a member of the CONTRACTOR's plan through the TennCare Bureau.
36. Essential Hospital Services - Hospital services to which it is essential for an MCO to provide access. Essential Hospital services include neonatal, perinatal, pediatric, trauma and burn services.
37. Facility - Any premises (a) owned, leased, used or operated directly or indirectly by or for the CONTRACTOR or its affiliates for purposes related to this Agreement; or (b) maintained by a subcontractor or provider to provide services on behalf of the CONTRACTOR.
38. Fee-for-Service - A method of making payment for health services based on a fee schedule that specifies payment for defined services.
39. FTE - Full time equivalent position.
40. Grand Region - A defined geographical region that includes specified Community Service Areas in which a CONTRACTOR is authorized to enroll and serve TennCare members in exchange for a monthly fee. The following Community Service Areas constitute the three (3) Grand Regions in Tennessee:

| <u>East Grand Region</u> | <u>Middle Grand Region</u> | <u>West Grand Region</u> |
|--------------------------|----------------------------|--------------------------|
| First Tennessee          | Upper Cumberland           | Northwest                |
| East Tennessee           | Mid Cumberland             | Southwest                |
| Knox                     | Davidson                   | Shelby                   |
| Southeast Tennessee      | South Central              |                          |
| Hamilton                 |                            |                          |

41. Health Maintenance Organization (HMO) - An entity certified by the Department of Commerce and Insurance under applicable provisions of Tennessee Code Annotated (T.C.A.) Title 56, Chapter 32.

42. Hospice - Services as described in Medicaid rule 1200-13-10 and the Code of Federal Regulations 42 CFR Part 418 which are provided to terminally ill individuals who elect to receive hospice services provided by a certified hospice agency.
43. Immediate Eligibility - Temporary eligibility granted to a child upon entering into State custody in order to give children in State custody adequate access to medical services, including EPSDT, until a final determination can be made on their TennCare eligibility.
44. Implementation Team - A team consisting of a physician, mental health professional(s) and other support(s) who are charged with staffing the steering panel and implementing the plan for children in State custody which has been provided and/or approved by the court as directed by TennCare.
45. IRS - Drugs that are Identical, Related or Similar to LTE drugs.
46. Long-term care - the services of one of the following: a nursing facility (NF); An Intermediate Care Facility for the Mentally Retarded (ICF/MR), or a Home and Community-Based Services (HCBS) waiver program. (Services provided under a HCBS waiver program are considered to be alternatives to long-term care).
47. LTE - Drugs that the Food and Drug Administration (FDA) considers to be Less Than Effective because there is a lack of substantial evidence of effectiveness for all labeled indications and for which there is no compelling justification for their medical need.
48. Managed Care Organization ("MCO") - An HMO which participates in the TennCare program.
49. Marketing - Any activity conducted by or on behalf of the CONTRACTOR where information regarding the services offered by the CONTRACTOR is disseminated in order to persuade eligible persons to enroll or accept an application for enrollment in the CONTRACTOR's plan operated pursuant to this Agreement.
50. Market Area - One (1) or more community service areas in which the CONTRACTOR is authorized, by terms of this Agreement, to market eligible persons for enrollment in the CONTRACTOR's plan.
51. Medical Record - A single complete record kept at the site of the member's treatment(s), which documents all of the treatment plans developed, medical services ordered for the member and medical services received by the member.
52. Medically Necessary - Services or supplies provided by an institution, physician, or other provider that are required to identify or treat a TennCare enrollee's illness, disease, or injury and which are:
- a. Consistent with the symptoms or diagnosis and treatment of the enrollee's illness, disease, ailment, or injury; and
  - b. Appropriate with regard to standards of good medical practice; and
  - c. Not solely for the convenience of an enrollee, physician, institution or other provider; and
  - d. The most appropriate supply or level of services which can safely be provided to the enrollee. When applied to the care of an inpatient, it further means that services for the enrollee's medical symptoms or condition require that the services cannot be safely provided to the enrollee as an outpatient; and
  - e. When applied to enrollees under 21 years of age, services shall be provided in accordance with EPSDT requirements including federal regulations as described in 42 CFR Part 441, Subpart B, and the Omnibus Budget Reconciliation Act of 1989.
53. Member - A person who enrolls in the CONTRACTOR's plan under the provisions of this Agreement with TENNCARE. (See Enrollee, also).

54. NAIC – National Associations of Insurance Commissioners.
55. Non-Contract Provider - Any person, organization, agency, or entity that is not directly or indirectly employed by or under contract with the CONTRACTOR or any of its subcontractors pursuant to the Agreement between the CONTRACTOR and TENNCARE.
56. Out-of-Plan Services - Services provided by a non-contract provider.
57. Pharmacy Benefits Manager (PBM) – An entity responsible for the provision and administration of pharmacy services.
58. Post-stabilization Care Services - Non-emergency services subsequent to an emergency that a treating physician views as medically necessary to maintain the stabilized condition after an emergency medical condition has been stabilized or to improve or resolve the enrollee's condition. An MCO's financial responsibility for post stabilization care services shall end when one of the following are met:
1. A plan physician with privileges at the treating hospital assumes responsibility for the enrollee's care;
  2. A plan physician assumes responsibility for the enrollee's care through transfer;
  3. An MCO representative and the treating physician reach an agreement concerning the enrollee's care; or
  4. The enrollee is discharged.
59. Presumptive Eligible - Temporary eligibility granted to a pregnant woman whose family income is at or below a specified percentage of the federal poverty level in order for the woman to receive prenatal care services.
60. Primary Care Physician - A physician responsible for supervising, coordinating, and providing initial and primary care to patients; for initiating referrals for specialist care; and for maintaining the continuity of patient care. A primary care physician is a physician who has limited his practice of medicine to general practice or who is a Board Certified or Eligible Internist, Pediatrician, Obstetrician/Gynecologist, or Family Practitioner.
61. Primary Care Provider - A primary care physician or registered professional nurse or physician assistant practicing in accordance with state law who is responsible for supervising, coordinating, and providing initial and primary care to patients; for initiating referrals for specialist care; and for maintaining the continuity of patient care.
62. Primary Treatment Center (PTC) - A center developed by DCS for the purpose of providing short-term evaluation and treatment to children who have just come into custody, children already in state custody, children who have been released from state custody and who have been recommitted, and children who are at imminent risk of entering custody.
63. Prior Authorization - The act of authorizing specific services or activities before they are rendered or activities before they occur.
64. Program Integrity - The Program Integrity unit is responsible for assisting with the prevention, identification and investigation of fraud and abuse within the health care system.
65. Provider - An institution, facility, agency, person, corporation, partnership, or association approved by TENNCARE which accepts as payment in full for providing benefits the amounts paid pursuant to a provider agreement with the CONTRACTOR.
66. Provider Agreement - An agreement between an MCO and a provider or an MCO's subcontractor and a provider of health care services which describes the conditions under which the provider agrees to furnish covered services to the MCO's members.
67. Quality Improvement (QI) - The ongoing process of responding to data gathered through quality monitoring efforts, in such a way as to improve the quality of health care delivered to individuals. This

# CONTRACT SUMMARY SHEET

|   |  |                  |                         |   |   |               |
|---|--|------------------|-------------------------|---|---|---------------|
| RFS Number:   | 318.66-026                               |                  |                         | Contract Number:                                  | FA-02-14632-08  |               |
| State Agency:   | Department of Finance and Administration |                  |                         | Division:   | Bureau of TennCare  |               |
| Contractor  |  |                  |                         | Contract Identification Number                    |   |               |
| VSHP (TennCare Select)  |  |                  |                         | <input type="checkbox"/> V-                       |   |               |
|   |  |                  |                         | <input type="checkbox"/> C-                       |   |               |
| Service Description   |  |                  |                         |   |   |               |
| Managed Care Organization Services (ASO) / Medically necessary Health Care Services to the TennCare / Medicaid Population |  |                  |                         |   |   |               |
| Contract Begin Date   |  |                  |                         | Contract End Date                                 |   |               |
| 7/1/2001  |  |                  |                         | 12/31/2004  |   |               |
| Allotment Code  | Cost Center                              | Object Code      | Fund                    | Grant   | Grant Code  | Subgrant Code |
| 318.66  | 532                                      | 134              | 11                      | <input type="checkbox"/> STARS                    |   |               |
| FY  | State Funds                              | Federal Funds    | Interdepartmental Funds | Other Funding                                     | Total Contract Amount (including ALL amendments)  |               |
| 2002  | \$ 6,755,937.23                          | \$ 11,843,931.25 |                         |   | \$ 18,599,868.48  |               |
| 2003  | \$ 15,785,123.40                         | \$ 17,294,819.40 |                         |   | \$ 33,079,942.80  |               |
| 2004  | \$ 25,125,990.72                         | \$ 38,364,165.90 |                         |   | \$ 63,490,156.62  |               |
| 2005  | \$ 13,935,109.85                         | \$ 25,219,978.15 |                         |   | \$ 39,155,088.00  |               |
| Total:  | \$ 61,602,161.20                         | \$ 92,722,894.70 |                         |   | \$ 154,325,055.90   |               |
| CFDA#   | 93.778                                   |                  |                         | Check the box ONLY if the answer is YES:          |   |               |
| State Fiscal Contract   |  |                  |                         | Is the Contractor a SUBRECIPIENT? (per OMB A-133) |   |               |
| Name:   | Dean Daniel                              |                  |                         | Is the Contractor a Vendor? (per OMB A-133)       |   |               |
| Address:  | 729 Church Street                        |                  |                         | Is the Fiscal Year Funding STRICTLY LIMITED?      |   |               |
| Phone:  | Nashville, TN<br>(615)532-1362           |                  |                         | Is the Contractor on STARS?                       |   |               |
| Procuring Agency Budget Officer Approval Signature  |  |                  |                         | Is the Contractor's FORM W-9 ATTACHED?            |   |               |
| Scott Piercee   | <i>Keith Gauthier</i>                    |                  |                         | Is the Contractor's Form W-9 Filed with Accounts? |   |               |
| COMPLETE FOR ALL AMENDMENTS (only)  |  |                  |                         | Funding Certification                             |   |               |
|   | Base Contract & Prior Amendments         |                  | This Amendment ONLY     |   | Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred. |               |
| CONTRACT END DATE:  |  |                  |                         |   |   |               |
| FY: 2002  | \$ 18,599,868.48                         |                  |                         |   |   |               |
| FY: 2003  | \$ 33,079,942.80                         |                  |                         |   |   |               |
| FY: 2004  | \$ 63,490,156.62                         |                  |                         |   |   |               |
| FY: 2005  | \$ 34,094,974.00                         | \$5,060,114.00   |                         |   |   |               |
| FY:   |  |                  |                         |   |   |               |
| Total:  | \$ 149,264,941.90                        | \$ 5,060,114.00  |                         |   |   |               |

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OCT 26 2004  
Office of Contracts Review

# CONTRACT SUMMARY SHEET

|   |  |                                  |                         |   |  |               |
|---|--|----------------------------------|-------------------------|---|--|---------------|
| RFS Number:   | 318.66-026                               |                                  |                         | Contract Number:  | FA-02-14632-07                                   |               |
| State Agency:   | Department of Finance and Administration |                                  |                         | Division:   | Bureau of TennCare                               |               |
| Contractor  |  |                                  |                         | Contract Identification Number  |  |               |
| VSHP (TennCare Select)  |  |                                  |                         | <input type="checkbox"/> V-   |  |               |
| <input type="checkbox"/> C-   |  |                                  |                         |   |  |               |
| Service Description   |  |                                  |                         |   |  |               |
| Managed Care Organization Services (ASO) / Medically necessary Health Care Services to the TennCare / Medicaid Population |  |                                  |                         |   |  |               |
| Contract Begin Date   |  |                                  |                         | Contract End Date   |  |               |
| 7/1/2001  |  |                                  |                         | 12/31/2004  |  |               |
| Allotment Code  | Cost Center                              | Object Code                      | Fund                    | Grant   | Grant Code                                       | Subgrant Code |
| 318.66  | 532                                      | 134                              | 11                      | <input type="checkbox"/> STARS  |  |               |
| FY  | State Funds                              | Federal Funds                    | Interdepartmental Funds | Other Funding   | Total Contract Amount (including ALL amendments) |               |
| 2002  | \$ 6,755,937.23                          | \$ 11,843,931.25                 |                         |   | \$ 18,599,868.48                                 |               |
| 2003  | \$ 15,785,123.40                         | \$ 17,294,819.40                 |                         |   | \$ 33,079,942.80                                 |               |
| 2004  | \$ 25,125,990.72                         | \$ 38,364,165.90                 |                         |   | \$ 63,490,156.62                                 |               |
| 2005  | \$ 12,121,615.63                         | \$ 21,973,358.37                 |                         |   | \$ 34,094,974.00                                 |               |
| Total:  | \$ 59,788,666.98                         | \$ 89,476,274.92                 |                         |   | \$ 149,264,941.90                                |               |
| CFDA#   | 93.778                                   |                                  |                         | Check the box ONLY if the answer is YES:  |  |               |
| State Fiscal Contract   |  |                                  |                         | Is the Contractor a SUBRECIPIENT? (per OMB A-133)   |  |               |
| Name:   | Dean Daniel                              |                                  |                         | Is the Contractor a Vendor? (per OMB A-133)   |  |               |
| Address:  | 729 Church Street                        |                                  |                         | Is the Fiscal Year Funding STRICTLY LIMITED?  |  |               |
| Phone:  | Nashville, TN<br>(615)532-1362           |                                  |                         | Is the Contractor on STARS?   |  |               |
| Procuring Agency Budget Officer Approval Signature  |  |                                  |                         | Is the Contractor's FORM W-9 ATTACHED?  |  |               |
| Dean Daniel <i>Dean Daniel 6/24/04</i>  |  |                                  |                         | Is the Contractor's Form W-9 Filed with Accounts?   |  |               |
| COMPLETE FOR ALL AMENDMENTS (only)  |  |                                  |                         | Funding Certification   |  |               |
|   |  | Base Contract & Prior Amendments | This Amendment ONLY     | Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred. |  |               |
| CONTRACT END DATE:  |  |                                  |                         |   |  |               |
| FY: 2002  |  | \$ 18,599,868.48                 |                         |   |  |               |
| FY: 2003  |  | \$ 33,079,942.80                 |                         |   |  |               |
| FY: 2004  |  | \$ 63,490,156.62                 |                         |   |  |               |
| FY: 2005  |  | \$ 34,094,974.00                 |                         |   |  |               |
| FY:   |  |                                  |                         |   |  |               |
| Total:  | \$ 149,264,941.90                        | \$                               |                         |   |  |               |

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# CONTRACT SUMMARY SHEET

|   |                                  |  |   |
|---|----------------------------------|--|---|
| RFS Number: 318.66-026  |                                  | Contract Number: FA-02-14632-06                            |   |
| State Agency: Department of Finance and Administration  |                                  | Division: Bureau of Tenn Care                              |   |
| Contractor  |                                  | Contract Identification Number                             |   |
| VSHP (TennCare Select)  |                                  | <input type="checkbox"/> V-<br><input type="checkbox"/> C- |   |
| Service Description   |                                  |  |   |
| Managed Care Organization Services (ASO) / Medically necessary Health Care Services to the TennCare / Medicaid Population |                                  |  |   |
| Contract Begin Date   |                                  | Contract End Date  |   |
| 7/1/2001  |                                  | 12/31/2004   |   |
| Allotment Code  | Cost Center                      | Object Code  | Fund  |
| 318.66  | 839                              | 134  | 11  |
|   |                                  | <input type="checkbox"/> STARS                             |   |
| FY  | State Funds                      | Federal Funds  | Interdepartmental Funds                           |
| 2002  | \$ 6,755,937.23                  | \$ 11,843,931.25   |   |
| 2003  | \$ 15,785,123.40                 | \$ 17,294,819.40   |   |
| 2004  | \$ 25,125,990.72                 | \$ 38,364,165.90   |   |
| 2005  | \$ 12,121,615.63                 | \$ 21,973,358.37   |   |
| Total:  | \$ 59,788,666.98                 | \$ 89,476,274.92   |   |
| CFDA#   | 93.778                           |  | Check the box ONLY if the answer is YES:          |
| State Fiscal Contract   |                                  |  | Is the Contractor a SUBRECIPIENT? (per OMB A-133) |
| Name: Dean Daniel   |                                  |  | Is the Contractor a Vendor? (per OMB A-133)       |
| Address: 729 Church Street  |                                  |  | Is the Fiscal Year Funding STRICTLY LIMITED?      |
| Phone: Nashville, TN  |                                  |  | Is the Contractor on STARS?                       |
| (615)532-1362   |                                  |  | Is the Contractor's FORM W-9 ATTACHED?            |
| Procuring Agency Budget Officer Approval Signature  |                                  |  | Is the Contractor's Form W-9 Filed with Accounts? |
| Dean Daniel <i>Dean Daniel</i> 12/23/03   |                                  |  |   |
| COMPLETE FOR ALL AMENDMENTS (only)  |                                  |  | Funding Certification                             |
|   | Base Contract & Prior Amendments | This Amendment ONLY  |   |
| CONTRACT END DATE:  |                                  |  |   |
| FY: 2002  | \$ 18,599,868.48                 |  |   |
| FY: 2003  | \$ 33,079,942.80                 |  |   |
| FY: 2004  | \$ 29,395,182.62                 | \$ 34,094,974.00   |   |
| FY: 2005  |                                  | \$ 34,094,974.00   |   |
| FY:   |                                  |  |   |
| Total:  | \$ 81,074,993.90                 | \$ 68,189,948.00   |   |

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# CONTRACT SUMMARY SHEET

|               |  |                  |                    |
|---------------|--|------------------|--------------------|
| RFS Number:   | 318.66-026                               | Contract Number: | FA-02-14632-05     |
| State Agency: | Department of Finance and Administration | Division:        | Bureau of TennCare |

|                        |  |
|------------------------|--|
| Contractor             | Contract Identification Number                             |
| VSHP (TennCare Select) | <input type="checkbox"/> V-<br><input type="checkbox"/> C- |

|   |
|---|
| Service Description   |
| Managed Care Organization Services (ASO) / Medically necessary Health Care Services to the TennCare / Medicaid Population |

|                     |                   |
|---------------------|-------------------|
| Contract Begin Date | Contract End Date |
| 7/1/2001            | 12/31/2003        |

|                |             |             |      |                                |            |               |
|----------------|-------------|-------------|------|--------------------------------|------------|---------------|
| Allotment Code | Cost Center | Object Code | Fund | Grant                          | Grant Code | Subgrant Code |
| 318.66         | 839         | 134         | 11   | <input type="checkbox"/> STARS |            |               |

| FY     | State Funds      | Federal Funds    | Interdepartmental Funds | Other Funding | Total Contract Amount (including ALL amendments) |
|--------|------------------|------------------|-------------------------|---------------|--|
| 2002   | \$ 6,755,937.23  | \$ 11,843,931.25 |                         |               | \$ 18,599,868.48                                 |
| 2003   | \$ 15,785,123.40 | \$ 17,294,819.40 |                         |               | \$ 33,079,942.80                                 |
| 2004   | \$ 13,004,375.09 | \$ 16,390,807.53 |                         |               | \$ 29,395,182.62                                 |
| Total: | \$ 35,545,435.72 | \$ 45,529,558.18 |                         |               | \$ 81,074,993.90                                 |

|       |        |             |  |
|-------|--------|-------------|--|
| CFDA# | 93.778 | IO ACCOUNTS | Check the box ONLY if the answer is YES: |
|-------|--------|-------------|--|

|  |   |
|--|---|
| State Fiscal Contract                              | Is the Contractor a SUBRECIPIENT? (per OMB A-133) |
| Name: Dean Daniel                                  | Is the Contractor a Vendor? (per OMB A-133)       |
| Address: 729 Church Street                         | Is the Fiscal Year Funding STRICTLY LIMITED?      |
| Phone: Nashville, TN (615)532-1362                 | Is the Contractor on STARS?                       |
| Procuring Agency Budget Officer Approval Signature | Is the Contractor's FORM W-9 ATTACHED?            |
| Dean Daniel <i>Dean Daniel</i> 12/11/03            | Is the Contractor's Form W-9 Filed with Accounts? |

| COMPLETE FOR ALL AMENDMENTS (only) |                                  |                     | Funding Certification  |
|------------------------------------|----------------------------------|---------------------|--|
| CONTRACT END DATE:                 | Base Contract & Prior Amendments | This Amendment ONLY | Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.<br><i>Budget 12-9-03</i> |
| FY: 2002                           | \$ 18,599,868.48                 |                     |  |
| FY: 2003                           | \$ 33,079,942.80                 |                     |  |
| FY: 2004                           | \$ 24,372,429.50                 | \$ 5,022,753.12     |  |
| FY:                                |                                  |                     |  |
| Total:                             | \$ 76,052,240.78                 | \$ 5,022,753.12     |  |

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Office of Contracts Review

# CONTRACT SUMMARY SHEET

|   |  |                                  |                         |   |  |               |  |
|---|--|----------------------------------|-------------------------|---|--|---------------|--|
| RFS Number:   | 318.66-026                               |                                  |                         | Contract Number:  | FA-02-14632-06                                   |               |  |
| State Agency:   | Department of Finance and Administration |                                  |                         | Division:   | Bureau of Tenn Care                              |               |  |
| Contractor  |  |                                  |                         | Contract Identification Number  |  |               |  |
| VSHP (TennCare Select)  |  |                                  |                         | <input type="checkbox"/> V-<br><input type="checkbox"/> C-  |  |               |  |
| Service Description   |  |                                  |                         |   |  |               |  |
| Managed Care Organization Services (ASO) / Medically necessary Health Care Services to the TennCare / Medicaid Population |  |                                  |                         |   |  |               |  |
| Contract Begin Date   |  |                                  |                         | Contract End Date   |  |               |  |
| 7/1/2001  |  |                                  |                         | 12/31/2004  |  |               |  |
| Allotment Code  | Cost Center                              | Object Code                      | Fund                    | Grant   | Grant Code                                       | Subgrant Code |  |
| 318.66  | 839                                      | 134                              | 11                      | <input type="checkbox"/> STARS  |  |               |  |
| FY  | State Funds                              | Federal Funds                    | Interdepartmental Funds | Other Funding   | Total Contract Amount (including ALL amendments) |               |  |
| 2002  | \$ 6,755,937.23                          | \$ 11,843,931.25                 |                         |   | \$ 18,599,868.48                                 |               |  |
| 2003  | \$ 15,785,123.40                         | \$ 17,294,819.40                 |                         |   | \$ 33,079,942.80                                 |               |  |
| 2004  | \$ 25,125,990.72                         | \$ 38,364,165.90                 |                         |   | \$ 63,490,156.62                                 |               |  |
| 2005  | \$ 12,121,615.63                         | \$ 21,973,358.37                 |                         |   | \$ 34,094,974.00                                 |               |  |
| Total:  | \$ 59,788,666.98                         | \$ 89,476,274.92                 |                         |   | \$ 149,264,941.90                                |               |  |
| CFDA#   | 93.778                                   |                                  |                         | Check the box ONLY if the answer is YES:  |  |               |  |
| State Fiscal Contract   |  |                                  |                         | Is the Contractor a SUBRECIPIENT? (per OMB A-133)   |  |               |  |
| Name:   | Dean Daniel                              |                                  |                         | Is the Contractor a Vendor? (per OMB A-133)   |  |               |  |
| Address:  | 729 Church Street                        |                                  |                         | Is the Fiscal Year Funding STRICTLY LIMITED?  |  |               |  |
| Phone:  | (615)532-1362                            |                                  |                         | Is the Contractor on STARS?   |  |               |  |
| Procuring Agency Budget Officer Approval Signature  |  |                                  |                         | Is the Contractor's FORM W-9 ATTACHED?  |  |               |  |
| Dean Daniel <i>Dean Daniel</i> 12/23/03   |  |                                  |                         | Is the Contractor's Form W-9 Filed with Accounts?   |  |               |  |
| COMPLETE FOR ALL AMENDMENTS (only)  |  |                                  |                         | Funding Certification   |  |               |  |
|   |  | Base Contract & Prior Amendments | This Amendment ONLY     | Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred. |  |               |  |
| CONTRACT END DATE:  |  |                                  |                         |   |  |               |  |
| FY: 2002  | \$ 18,599,868.48                         |                                  |                         |   |  |               |  |
| FY: 2003  | \$ 33,079,942.80                         |                                  |                         |   |  |               |  |
| FY: 2004  | \$ 29,395,182.62                         | \$ 34,094,974.00                 |                         |   |  |               |  |
| FY: 2005  |  | \$ 34,094,974.00                 |                         |   |  |               |  |
| FY:   |  |                                  |                         |   |  |               |  |
| Total:  |  | \$ 81,074,993.90                 | \$ 68,189,948.00        |   |  |               |  |

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# CONTRACT SUMMARY SHEET

|   |  |                                  |   |  |  |               |
|---|--|----------------------------------|---|--|--|---------------|
| RFS Number:   | 318.66 -026                              |                                  |   | Contract Number:   | FA-02-14632-04                                   |               |
| State Agency:   | Department of Finance and Administration |                                  |   | Division:  | Bureau of TennCare                               |               |
| Contractor  |  |                                  |   | Contract Identification Number                             |  |               |
| VSHP (TennCare Select)  |  |                                  |   | <input type="checkbox"/> V-<br><input type="checkbox"/> C- |  |               |
| Service Description   |  |                                  |   |  |  |               |
| Managed Care Organization Services (ASO) / Medically necessary Health Care Services to the TennCare / Medicaid Population |  |                                  |   |  |  |               |
| Contract Begin Date   |  |                                  |   | Contract End Date  |  |               |
| 7/1/2001  |  |                                  |   | 12/31/2003   |  |               |
| Allotment Code  | Cost Center                              | Object Code                      | Fund  | Grant  | Grant Code                                       | Subgrant Code |
| 318.66  | 839                                      | 134                              | 11  | <input type="checkbox"/> STARS                             |  |               |
| FY  | State Funds                              | Federal Funds                    | Interdepartmental Funds   | Other Funding  | Total Contract Amount (including ALL amendments) |               |
| 2002  | \$ 6,755,937.23                          | \$ 11,843,931.25                 |   |  | \$ 18,599,868.48                                 |               |
| 2003  | \$ 15,785,123.40                         | \$ 17,294,819.40                 |   |  | \$ 33,079,942.80                                 |               |
| 2004  | \$ 11,153,919.98                         | \$ 13,218,509.53                 |   |  | \$ 24,372,429.50                                 |               |
| Total:  | \$ 33,694,980.61                         | \$ 42,357,260.18                 |   |  | \$ 76,052,240.78                                 |               |
| CFDA#   | 93.778                                   |                                  |   | Check the box ONLY if the answer is YES:                   |  |               |
| State Fiscal Contract   |  |                                  |   | Is the Contractor a SUBRECIPIENT? (per OMB A-133)          |  |               |
| Name:   | Dean Daniel                              |                                  |   | Is the Contractor a Vendor? (per OMB A-133)                |  |               |
| Address:  | 729 Church Street                        |                                  |   | Is the Fiscal Year Funding STRICTLY LIMITED?               |  |               |
| Phone:  | Nashville, TN<br>(615)532-1362           |                                  |   | Is the Contractor on STARS?                                |  |               |
| Procuring Agency Budget Officer Approval Signature  |  |                                  |   | Is the Contractor's FORM W-9 ATTACHED?                     |  |               |
| Dean Daniel <i>Dean Daniel</i> 11/14/03   |  |                                  |   | Is the Contractor's Form W-9 Filed with Accounts?          |  |               |
| COMPLETE FOR ALL AMENDMENTS (only)  |  |                                  |   | Funding Certification                                      |  |               |
|   |  | Base Contract & Prior Amendments | This Amendment ONLY   |  |  |               |
| CONTRACT END DATE:  |  |                                  | Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred. |  |  |               |
| FY: 2002  |  | \$ 18,599,868.48                 |   |  |  |               |
| FY: 2003  |  | \$ 33,079,942.80                 |   |  |  |               |
| FY: 2004  |  | \$ 18,366,944.50                 | \$ 6,005,485.00   |  |  |               |
| FY:   |  |                                  |   |  |  |               |
| FY:   |  |                                  |   |  |  |               |
| Total:  | \$ 70,046,755.78                         | \$ 6,005,485.00                  |   |  |  |               |

# CONTRACT SUMMARY SHEET

|   |  |                                  |                         |   |  |               |
|---|--|----------------------------------|-------------------------|---|--|---------------|
| RFS Number:   | 318-66-026                               |                                  |                         | Contract Number:  | FA-02-14632-03                                   |               |
| State Agency:   | Department of Finance and Administration |                                  |                         | Division:   | Bureau of TennCare                               |               |
| Contractor  |  |                                  |                         | Contract Identification Number  |  |               |
| VSHP (TennCare Select)  |  |                                  |                         | <input type="checkbox"/> V-<br><input type="checkbox"/> C-  |  |               |
| Service Description   |  |                                  |                         |   |  |               |
| Managed Care Organization Services (ASO) / Medically necessary Health Care Services to the TennCare / Medicaid Population |  |                                  |                         |   |  |               |
| Contract Begin Date   |  |                                  |                         | Contract End Date   |  |               |
| 7/1/2001  |  |                                  |                         | 12/31/2003  |  |               |
| Allotment Code  | Cost Center                              | Object Code                      | Fund                    | Grant   | Grant Code                                       | Subgrant Code |
| 318.66  | 839                                      | 134                              | 11                      | <input type="checkbox"/> STARS  |  |               |
| FY  | State Funds                              | Federal Funds                    | Interdepartmental Funds | Other Funding   | Total Contract Amount (including ALL amendments) |               |
| 2002  | \$ 6,755,937.23                          | \$ 11,843,931.25                 |                         |   | \$ 18,599,868.48                                 |               |
| 2003  | \$ 15,785,123.40                         | \$ 17,294,819.40                 |                         |   | \$ 33,079,942.80                                 |               |
| 2004  | \$ 9,183,472.25                          | \$ 9,183,472.25                  |                         |   | \$ 18,366,944.50                                 |               |
| Total:  | \$ 31,724,532.88                         | \$ 38,322,222.90                 |                         |   | \$ 70,046,755.78                                 |               |
| CFDA#   | 93.778                                   |                                  |                         | Check the box ONLY if the answer is YES:  |  |               |
| State Fiscal Contract   |  |                                  |                         | Is the Contractor a SUBRECIPIENT? (per OMB A-133)   |  |               |
| Name:   | Dean Daniel                              |                                  |                         | Is the Contractor a Vendor? (per OMB A-133)   |  |               |
| Address:  | 729 Church Street                        |                                  |                         | Is the Fiscal Year Funding STRICTLY LIMITED?  |  |               |
| Phone:  | Nashville, TN<br>(615)532-1362           |                                  |                         | Is the Contractor on STARS?   |  |               |
| Procuring Agency Budget Officer Approval Signature  |  |                                  |                         | Is the Contractor's FORM W-9 ATTACHED?  |  |               |
| Dean Daniel <i>Dean Daniel</i> 6/30/03  |  |                                  |                         | Is the Contractor's Form W-9 Filed with Accounts?   |  |               |
| COMPLETE FOR ALL AMENDMENTS (only)  |  |                                  |                         | Funding Certification   |  |               |
|   |  | Base Contract & Prior Amendments | This Amendment ONLY     | Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred. |  |               |
| CONTRACT END DATE:  |  |                                  |                         |   |  |               |
| FY: 2002  |  |                                  |                         |   |  |               |
| FY: 2003  |  |                                  |                         |   |  |               |
| FY: 2004  |  |                                  |                         |   |  |               |
| FY:   |  |                                  |                         |   |  |               |
| FY:   |  |                                  |                         |   |  |               |
| Total:  |  | \$ -                             | \$ -                    |   |  |               |

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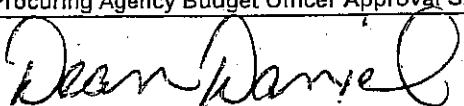
Office of Contracts Review

# CONTRACT SUMMARY SHEET

|   |                                  |                     |   |  |  |
|---|----------------------------------|---------------------|---|--|--|
| Number: 318.66-026  |                                  |                     |   | Contract Number: FA-02-14632-02                            |  |
| Agency: Department of Finance and Administration  |                                  |                     |   | Division: Bureau of TennCare                               |  |
| Contractor  |                                  |                     |   | Contract Identification Number                             |  |
| TennCare Select)  |                                  |                     |   | <input type="checkbox"/> V-<br><input type="checkbox"/> C- |  |
| Service Description   |                                  |                     |   |  |  |
| ed Care Organization Services (ASO) / Medically necessary Health Care Services to the TennCare / Medicaid Population  |                                  |                     |   |  |  |
| Contract Begin Date   |                                  |                     | Contract End Date                                 |  |  |
| 7/1/2001  |                                  |                     | 12/31/2003  |  |  |
| ent Code  | Cost Center                      | Object Code         | Fund  | Grant  | Grant Code                                       |
| 318.66  | 839                              | 134                 | 11  | <input type="checkbox"/> STARS                             |  |
|   |                                  |                     | Interdepartmental Funds                           | Other Funding  | Total Contract Amount (including ALL amendments) |
| FY  | State Funds                      | Federal Funds       |   |  |  |
| 002   | \$ 6,755,937.23                  | \$ 11,843,931.25    |   |  | \$ 18,599,868.48                                 |
| 003   | \$ 15,785,123.40                 | \$ 17,294,819.40    |   |  | \$ 33,079,942.80                                 |
| 004   | \$ 9,183,472.25                  | \$ 9,183,472.25     |   |  | \$ 18,366,944.50                                 |
|   |                                  |                     |   |  |  |
|   |                                  |                     |   |  | \$ 70,046,755.78                                 |
| Total:  | \$ 31,724,532.88                 | \$ 38,322,222.90    |   |  |  |
| FDA#  | 93.778                           |                     | Check the box ONLY if the answer is YES:          |  |  |
| State Fiscal Contract   |                                  |                     | Is the Contractor a SUBRECIPIENT? (per OMB A-133) |  |  |
| Dean Daniel<br>729 Church Street<br>Nashville, TN<br>(615)532-1362  |                                  |                     | Is the Contractor a Vendor? (per OMB A-133)       |  |  |
|   |                                  |                     | Is the Fiscal Year Funding STRICTLY LIMITED?      |  |  |
| Procuring Agency Budget Officer Approval Signature  |                                  |                     | Is the Contractor on STARS?                       |  |  |
| Daniel <i>Dean Daniel</i>   |                                  |                     | Is the Contractor's FORM W-9 ATTACHED?            |  |  |
|   |                                  |                     | Is the Contractor's Form W-9 Filed with Accounts? |  |  |
| COMPLETE FOR ALL AMENDMENTS (only)  |                                  |                     | Funding Certification                             |  |  |
|   | Base Contract & Prior Amendments | This Amendment ONLY |   |  |  |
| CONTRACT END DATE:  | 12/31/2003                       |                     |   |  |  |
| 002   | \$ 18,599,868.48                 |                     |   |  |  |
| 003   | \$ 28,036,976.80                 | \$ 5,042,966.00     |   |  |  |
| 004   | \$ 18,366,944.50                 |                     |   |  |  |
|   |                                  |                     |   |  |  |
| Total:  | \$ 65,003,789.78                 | \$ 5,042,966.00     |   |  |  |
| Pursuant to T.C.A., Section 9-6-113, I, C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred. |                                  |                     |   |  |  |

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# CONTRACT SUMMARY SHEET

|   |   |                                  |                         |   |  |               |
|---|---|----------------------------------|-------------------------|---|--|---------------|
| RFS Number:   | 318.66-026  |                                  |                         | Contract Number:  | FA-02-14632-01                                   |               |
| State Agency:   | Department of Finance and Administration  |                                  |                         | Division:   | Bureau of TennCare                               |               |
| Contractor  |   |                                  |                         | Contract Identification Number  |  |               |
| VSHP (TennCare Select)  |   |                                  |                         | <input type="checkbox"/> V-<br><input type="checkbox"/> C-  |  |               |
| Service Description   |   |                                  |                         |   |  |               |
| Managed Care Organization Services (ASO) / Medically necessary Health Care Services to the TennCare / Medicaid Population |   |                                  |                         |   |  |               |
| Contract Begin Date   |   |                                  |                         | Contract End Date   |  |               |
| 7/1/2001  |   |                                  |                         | 12/31/2003  |  |               |
| Allotment Code  | Cost Center   | Object Code                      | Fund                    | Grant   | Grant Code                                       | Subgrant Code |
| 318.66  | 839   | 134                              | 11                      | <input type="checkbox"/> STARS  |  |               |
| FY  | State Funds   | Federal Funds                    | Interdepartmental Funds | Other Funding   | Total Contract Amount (including ALL amendments) |               |
| 2002  | \$ 6,755,937.23   | \$ 11,843,931.25                 |                         |   | \$ 18,599,868.48                                 |               |
| 2003  | \$ 14,018,488.40  | \$ 14,018,488.40                 |                         |   | \$ 28,036,976.80                                 |               |
| 2004  | \$ 9,183,472.25   | \$ 9,183,472.25                  |                         |   | \$ 18,366,944.50                                 |               |
| Total:  |   | \$ 29,957,897.88                 | \$ 35,045,891.90        |   | \$ 65,003,789.78                                 |               |
| CFDA#   | 93.778  |                                  |                         | Check the box ONLY if the answer is YES:  |  |               |
| State Fiscal Contract   |   |                                  |                         | Is the Contractor a SUBRECIPIENT? (per OMB A-133)   |  |               |
| Name:   | Dean Daniel   |                                  |                         | Is the Contractor a Vendor? (per OMB A-133)   |  |               |
| Address:  | 729 Church Street   |                                  |                         |   |  |               |
| Phone:  | Nashville, TN<br>(615)532-1362  |                                  |                         | Is the Fiscal Year Funding STRICTLY LIMITED?  |  |               |
| Procuring Agency Budget Officer Approval Signature  |   |                                  |                         | Is the Contractor on STARS?   |  |               |
| Dean Daniel   |  |                                  |                         | Is the Contractor's FORM W-9 ATTACHED?  |  |               |
|   |   |                                  |                         | Is the Contractor's Form W-9 Filed with Accounts?   |  |               |
| COMPLETE FOR ALL AMENDMENTS (only)  |   |                                  |                         | Funding Certification   |  |               |
|   |   | Base Contract & Prior Amendments | This Amendment ONLY     | Pursuant to T.C.A., Section 9-6-113, I, C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred. |  |               |
| CONTRACT END DATE:  |   | 12/31/2002                       | 12/31/2003              |   |  |               |
| FY: 2002  |   | \$ 18,599,868.48                 |                         |   |  |               |
| FY: 2003  |   | \$ 9,670,032.30                  | \$ 18,366,944.50        |   |  |               |
| FY: 2004  |   |                                  | \$ 18,366,944.50        |   |  |               |
| FY:   |   |                                  |                         |   |  |               |
| Total:  |   | \$ 28,269,900.78                 | \$ 36,733,889.00        |   |  |               |

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# CONTRACT SUMMARY SHEET

|   |               |   |                         |
|---|---------------|---|-------------------------|
| Contract Number <b>FA-02-14632-00</b>   |               | State Agency Tennessee Department of Finance and Administration |                         |
|   |               | Division Bureau of TennCare                                     |                         |
| Contractor  |               | Vendor ID Number  |                         |
| VSHP (TennCare Select)  |               | <input type="checkbox"/> V—<br><input type="checkbox"/> C—      |                         |
| Service Description   |               |   |                         |
| Managed Care Organization Services (ASO) / Medically necessary Health Care Services to the TennCare / Medicaid Population |               |   |                         |
| Contract Begin Date   |               | Contract End Date   |                         |
| 07/01/01  |               | 12/31/02  |                         |
| Allotment Code  | Cost Center   | Object Code   | Fund                    |
| 318.66  | 839           | 134   | 11                      |
|   |               | <input type="checkbox"/> on STARS                               |                         |
| FY  | State Funds   | Federal Funds   | Interdepartmental Funds |
| 2002  | 6,755,937.23  | 11,843,931.25   |                         |
| 2003  | 3,512,397.48  | 6,157,634.82  |                         |
|   |               |   |                         |
|   |               |   |                         |
|   |               |   |                         |
| Total   | 10,268,334.71 | 18,001,566.07   | 28,269,900.78           |

|                          |   |   |   |
|--------------------------|---|---|---|
| <input type="checkbox"/> | Fiscal Year Funding Is Strictly Limited                         | CFDA Number   | 93.778  |
| <input type="checkbox"/> | Contractor is on STARS  | State Fiscal Contact                                |   |
| <input type="checkbox"/> | Current Form W-9 On File With Accounts OR Form W-9 Attached     | Name Address Phone                                  | Keith Gaither<br>729 Church Street, Nashville TN 37247-6501<br>(615) 532-1362 |
| <input type="checkbox"/> | Service Provider Registered with F&A                            | Procuring Agency Budget Officer Approval Signature  |   |
| <input type="checkbox"/> | Contractor is a SUBRECIPIENT (as defined by OMB Circular A-133) | <i>Keith Gaither / RSD 6/29/01</i><br>Keith Gaither |   |

| COMPLETE FOR ALL AMENDMENTS (only) |                                  |                     |
|------------------------------------|----------------------------------|---------------------|
|                                    | Base Contract & Prior Amendments | This Amendment ONLY |
| Contract End Date                  |                                  |                     |
|                                    |                                  |                     |
|                                    |                                  |                     |
|                                    |                                  |                     |
|                                    |                                  |                     |
| Total                              |                                  |                     |

|   |  |
|---|--|
| Funding Certification   |  |
| Pursuant to T.C.A., Section 9-6-113, I, John D. Ferguson, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred. |  |
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